

# SPEAKER / PERFORMER / PRESENTER AGREEMENT

Parish / School / Entity Full Name ("Client")

## **Organization, Group, or Individual ("Performer/Presenter")**

Name of Organization, Group, or Individual:

Contact Person:

Phone:

Mailing Address:

Alternate Contact Person:

City, State, Zip:

Alternate Phone:

Description of Topic or Services Provided:

## **Event Details ("Event")**

Single Event

Multiple Events

Date(s):

Time:

Compensation: \$

Expense Reimbursement: \$

Client to provide the following personnel, equipment, and/or facilities:

Does Topic Involve Theology or Morals?    Y    N

W-9 Received?    Y    N    N/A

Clearance Letter Received \_\_\_\_\_  
(Client Official Initials)

(circle one)

Additional Provisions: (if none, please write "NONE")

**\*\*\*\* PLEASE READ ALL PAGES CAREFULLY BEFORE SIGNING \*\*\*\***

**I HAVE READ AND UNDERSTAND THIS ENTIRE AGREEMENT AND ALL APPLICABLE POLICIES AND PROCEDURES.**

Signature of Contracting Party

Date

Signature of Client Representative

Date

## TERMS AND CONDITIONS

- 1. Affidavit of Good Standing.** If Performer/Presenter is speaking or presenting on topics involving theology or morals, formal clearance from the Diocese Office of Safe Environment MUST be obtained prior to the Event by sending written documentation to the Diocese Office of Safe Environment, within six weeks before the Event, sufficient to show that Performer/Presenter is a Catholic in good standing with her home Diocese. If clearance is not timely obtained, Client shall be entitled to cancel the Event and terminate this Agreement without penalty or further liability to Performer/Presenter immediately upon written notice and without any financial liability to Performer/Presenter whatsoever, including amounts which would otherwise be payable under this Agreement.
- 2. Safe Environment.** Performer/Presenter represents, warrants, and agrees that neither he/she/it nor any person who has access to Client as a result of his/her relationship with Performer/Presenter shall have any unsupervised access to minor children or vulnerable adults while on Client premises; that any violation of this Section would present an immediate and serious danger to Client and shall entitle Client to immediately terminate this Agreement without notice and without any financial liability to Performer/Presenter whatsoever, including amounts which would otherwise be payable under this Agreement; and that neither Performer/Presenter nor any person who has access to Client as a result of his/her relationship with Performer/Presenter is currently charged with or has been convicted of or pleaded guilty or *nolo contendere* to charges involving or alleging any felony or misdemeanor involving violence or sexual misconduct.
- 3. WAIVER OF LIABILITY, INDEMNITY, AND HOLD HARMLESS AGREEMENT FOR GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, PERFORMER/PRESENTER HEREBY RELEASES CLIENT AND THE ROMAN CATHOLIC DIOCESE OF DALLAS TOGETHER WITH THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, AND VOLUNTEERS (HEREINAFTER REFERRED TO AS "RELEASEES") AND AGREES TO INDEMNIFY AND HOLD RELEASEES HARMLESS (INCLUDING FOR ATTORNEYS' FEES, COSTS, EXPENSES, AND ALL DAMAGES) FROM LIABILITY FOR OR ARISING OUT OF ANY PROPERTY LOSS, PROPERTY DAMAGE, BREACH OF CONTRACT, NEGLIGENCE, DECEPTIVE TRADE PRACTICES ACT VIOLATION, PERSONAL INJURY OR DEATH, INCLUDING PERSONAL INJURY OR DEATH TO OTHERS, CAUSED BY THE NEGLIGENCE OR INTENTIONAL MISCONDUCT OF PERFORMER/PRESENTER ARISING FROM OR RELATING TO THE EVENT.**
- 4. Independent Contractor.** The parties shall at all times be and act as independent contractors. Accordingly, the parties do not and do not intend to create any type of fiduciary relationship, agency relationship, employer-employee relationship, joint venture, or partnership by this Agreement.
- 5. Editorial Control.** Performer/Presenter shall not use the Premises for any practice contrary to any teaching, canon law, principle, doctrine, law or custom of the Roman Catholic Church as determined in the sole discretion of the then-sitting Bishop of the Diocese of Dallas. Any violation of this provision will result in a cancellation of this Agreement with a forfeiture of any fees by Performer/Presenter.
- 6. Collections, Fundraising, and Sale of Merchandise** If Performer/Presenter is requesting special collections, fundraising, or selling merchandise during the Event, Performer/Presenter must follow all applicable Diocesan policies. Performer/Presenter is responsible for collecting and remitting any and all applicable sales tax.
- 7. Force Majeure.** No party shall be liable or deemed in default for any delay, failure, or interruption in performance hereunder resulting directly or indirectly from any acts of God, civil or military authority, acts of the public enemy, war, acts of terrorism, riots, civil disturbances, labor strikes, insurrections, fires, explosions, earthquakes, floods, the elements, or any other cause beyond the reasonable control of said party that may be characterized as "force majeure." The parties agree to address or minimize the impact of such acts by taking reasonable measures to ensure performance hereunder to the extent possible.
- 8. Performer/Presenter Representations and Warranties.** Performer/Presenter hereby represents and warrants to Client that: (a) Performer/Presenter has carefully read and understands the terms and conditions of this Agreement in their entirety; (b) Performer/Presenter has the full and exclusive right and authority to enter into and perform this Agreement; (c) all creative works and other materials used or distributed by Performer/Presenter at or for the Event (the "Works") are wholly original to Performer/Presenter and neither the Works nor any elements thereof, infringe upon or violate the proprietary rights of any person or entity; (d) the Works do not violate the rights to privacy or publicity of or constitute a defamation against any person or entity, and (e) Performer/Presenter has obtained all rights and permissions required to perform or present the Works without infringing upon the rights of any third party.
- 9. Expenses.** Within 14 days after the Event, Performer/Presenter agrees to provide Client with reliable documentation of any and all reimbursable expenses up to the amount listed on the front of this document.
- 10. Insurance.** Before Event Date, Performer/Presenter shall provide to Client a Certificate of Insurance evidencing Commercial General Liability insurance coverage acceptable to Client and listing the Client as "Additional Insured". (Pastors, Principals, and/or Presidents may waive this requirement.)
- 11. Governing Law.** This Agreement shall be interpreted and enforced in accordance with the laws of the State of Texas and applicable federal law, regardless of the place of its execution or performance and any conflicts of law analysis.
- 12. Cancellation.** Should Client cancel this agreement for reasons other than breach of this agreement by performer/presenter and less than 30 days prior to the event, Performer/Presenter shall be entitled to the full compensation amount listed on the front of this document along with any travel expenses already incurred. Should Performer/Presenter cancel for any reason, any deposit or advance amount paid by Client shall be refunded within 10 business days.

**Note: If Performer, Presenter, and/or Speaker requires the use of their own contract form, upload the contract into the Contract Management System for review.**